

AO 440 (Rev. 12/09) Summons in a Civil Action

**UNITED STATES DISTRICT COURT**

for the

Southern District of New York

MELISSA SHAFTON,

*Plaintiff*

v.

COHEN & SLAMOWITZ, LLP and  
MIDLAND FUNDING, LLC,

*Defendant*

**12 CIV 5391**

Civil Action No.

**JUDGE NATHAN**

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* Cohen & Slamowitz, LLP Midland Funding, LLC  
199 Crossways Park Drive 8875 Aero Drive Ste 200  
Woodbury, NY 11797-9004 San Diego, CA 92123

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jesse Langel, Esq.  
The Langel Firm  
225 Broadway, Suite 700  
New York, NY 10007

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

**RUBY J. KRAJICK**

*CLERK OF COURT*

Date: 07/12/2012

*Signature of Clerk or Deputy Clerk*

**JUDGE NATHAN**

**12 CIV 5391**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

MELISSA SHAFTON,

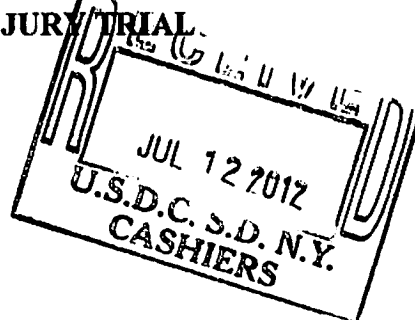
Plaintiff,

v.

COHEN & SLAMOWITZ, LLP and  
MIDLAND FUNDING, LLC,

Defendants.

**COMPLAINT AND DEMAND  
FOR JURY TRIAL**



**INTRODUCTION**

1. This action arises under the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq. (FDCPA). A supplemental claim arises under New York General Business Law (GBL) § 349 (deceptive acts and practices).

This case represents an extreme pattern of deceptive communications involving a consumer debt lawsuit.

**JURISDICTION AND VENUE**

2. Jurisdiction of the court is conferred by 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331 in that this dispute involves predominant issues of federal law. Defendants have violated numerous provisions of the FDCPA.

3. Supplemental jurisdiction exists for the state law claim pursuant to 28 U.S.C. § 1367.

4. Declaratory relief is available pursuant to 28 U.S.C. §§ 2201 and 2202.

5. Venue in this district is proper in that Defendants transacted business here and the conduct complained of occurred here.

6. Defendants regularly do business within this district, and have engaged in a persistent course of conduct within this district. Defendants also have derived substantial revenue from services rendered in this judicial district and state.

7. Defendants expected or reasonably should have expected the acts alleged in this complaint would have consequences in this judicial district and state. Defendants derive substantial revenue from interstate commerce.

8. Defendants caused transactions and occurrences alleged in this complaint to take place in this judicial district and state.

### **PARTIES**

9. Plaintiff MELISSA SHAFTON ("Plaintiff") is a natural person who resided at all relevant times in New York County, New York.

10. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692(a)(3) of the FDCPA.

11. COHEN & SLAMOWITZ, LLP ("C&S") is a domestic limited liability partnership organized and existing under the laws of New York.

12. C&S's principal place of business is located at 199 Crossways Park Drive, Woodbury, New York 11797-2016.

13. The principal purpose of C&S is the collection of debts using the instrumentalities of interstate commerce, including mails and telephone, and C&S regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another.

14. C&S is a "debt collector" as defined by 15 U.S.C. § 1692a(6) of the FDCPA.

15. Defendant MIDLAND FUNDING, LLC ("Midland") is a foreign limited liability company that is regularly engaged in the collection of debts in the State of New York.

16 Midland's principal place of business is located at 8875 Aero Drive, Suite 200, San Diego, California 92123.

17. The principal purpose of Midland is the collection of debts using the instrumentalities of interstate commerce, including mails and telephone, and Midland regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another.

18. Midland is a "debt collector" as defined by 15 U.S.C. § 1692a(6) of the FDCPA.

19. C&S at all relevant times was an agent of Midland.

20. All acts done by C&S were done on its own behalf, and on behalf of Midland.

21. At all relevant times, C&S and Midland created the actual and apparent authority for C&S to act as attorney for Midland by carrying out its purpose of debt collection litigation. Plaintiff relied on C&S's actual and apparent authority when settling and compromising the dispute with her adversary, Midland.

22. Midland is vicariously liable for the FDCPA violations committed by C&S.

23. Upon information and belief, C&S is bound by contract to fulfill the demands and act within parameters created by Midland, and by virtue of same, Midland exercises control over the conduct and activities of C&S.

24. C&S acts as Midland's attorney in thousands of consumer debt lawsuits. Midland continually ratifies the conduct and activities of C&S by accepting the benefits of its continued work.

25. The alleged debt at issue arose out of a transaction used primarily for personal, family or household purposes, and is therefore a "debt" as that term is defined by 15 U.S.C. § 1692a(5).

### **FACTUAL ALLEGATIONS**

26. At all times material to this complaint, C&S represented Midland for the purposes of legal collection against Plaintiff regarding a Wells Fargo credit card debt with account number ending in -1928.

27. By letter dated April 17, 2012 (**Exhibit 1**) C&S, on behalf of Midland, sent its first communication to Ms. Shafon, citing an alleged balance owed of \$6,785.39. The letter also asserted a willingness to settle with Ms. Shafon.

28. Ms. Shafon and C&S thereafter engaged in further settlement discussions.

29. Approximately one month later, by letter dated May 22, 2012 (**Exhibit 2**), C&S demanded a different balance, \$6,983.72, adding \$198.33 to the amount originally alleged in Exhibit 1. This letter also purported to “confirm” an “agreement” to settle for the new, higher amount of \$6,983.72. Attached to the letter were multiple copies of a Stipulation of Settlement (see **Exhibit 3**), allegedly sent “per [Plaintiff’s] letter.”

30. In the letter (**Exhibit 2**), C&S promised it would “file the Stipulation of Settlement with the court immediately upon our receipt of it from you in order to stop any pending litigation from continuing.”

31. On May 25, 2012, a mere three days after sending Plaintiff the Stipulation of Settlement, Defendants filed a consumer credit action against Plaintiff entitled Midland Funding, LLC v. Melissa Shafon, Index No. 014874/12 in the City Civil Court of New York County (“the State Action”). Annexed hereto as **Exhibit 4** is the summons and complaint, which demands yet another conflicting amount (the third amount), this time \$6,758.73.

32. Further, the complaint in the State Action wrongly alleged interest accrual. C&S alleges in paragraph 7 of its complaint that Midland purchased the account on January 20, 2012, but claims that Plaintiff owes interest as of April 1, 2012.

33. On or around June 4, 2012, Plaintiff signed the Stipulation of Settlement (Exhibit 3), and mailed it to C&S, along with a check for her first payment of \$125.

34. On June 7, 2012, Defendants accepted Plaintiff's first payment by cashing her check. (See **Exhibit 5**).

35. By letter dated June 11, 2012 (**Exhibit 6**), C&S returned a counter-signed copy of the settlement stipulation. In the stipulation, C&S represented the "[b]alance due as of June 11, 2012" as \$6,892.05. This new amount (the fourth amount) has no basis in fact and again conflicts with every other demand made by Defendants. Further, this letter does not account for Plaintiff's \$125 payment by check cashed by Defendants four days earlier.

36. By letter dated June 12, 2012, Plaintiff expressed her confusion at settling the claim yet being simultaneously sued for it.

37. By letter dated June 25, 2012 (**Exhibit 7**), C&S sent to Plaintiff another letter, stating that it was enclosing an "additional summons pursuant to state law." This letter states the balance due as \$6,915.38, another conflicting amount (the fifth amount) which has no basis in fact.

38. Despite the fully executed settlement agreement, and receipt of payment, Defendants have failed to discontinue the State Action. As of today, the case is still "active" according to the attached eCourts printout at **Exhibit 8**.

**FIRST CLAIM FOR RELIEF**  
**(Violations of the FDCPA)**

39. The Plaintiff repeats, realleges and incorporates by reference the foregoing paragraphs.

40. The Defendant violated FDCPA §§ 1692d, 1692e, 1692e(2)(a) and (b), 1692e(3), 1692e(5), 1692e(9), 1692e(10), 1692e(11), 1692e(12) 1692e(13), 1692f, 1693f(1), and 1692g through the following acts and omissions:

- a) Misrepresenting the character, amount, and legal status of the debt numerous times;
- b) Adding \$198.33 between April 17, 2012 and May 22, 2012, an unlawful and usurious increase, without authority by contract or law, as demonstrated in Exhibits 1 and 2;
- c) Attempting to collect amounts not authorized by law;
- d) Demanding conflicting amounts in Exhibits 1, 2, 4, 6, and 7;
- e) Asserting and demanding false, misleading, deceptive, and conflicting amounts, interest rates and accrual dates;
- f) Failing to credit Plaintiff for payments made;
- g) Taking legal action against Plaintiff while promising not to;
- h) Inexcusably failing to withdraw The State Action, thereby causing further misrepresentations and unlawful contacts;
- i) Sending false, misleading, and deceptive communications with regard to the character, amount, and legal status of the debt;
- j) Stating in its June 25, 2012 demand letter (**Exhibit 7**) that it was “enclosing a summons pursuant to New York State law,” which created the false impression that 1) the debt was not settled; and/or 2) that Defendants would not withdraw their lawsuit; and/or 3) that Defendants were attempting to collect the same debt twice or attempting to collect more than permitted. The statement is a legal misrepresentation that had the effect of confusing the least sophisticated consumer as to the legal status of the debt.
- k) Failing to state in at least one communication that “this communication is from a debt collector.”
- l) Using a sequence of confusing and violative communications that consequentially harass, annoy and abuse the Plaintiff. This strategy is a deceptive and misleading means to collect a debt.

41. As a result of the above violations of the FDCPA, Defendants are liable to Plaintiff for actual damages as set forth in this complaint, statutory damages, costs and reasonable attorneys’ fees pursuant to 15 U.S.C. § 1692k.

## **SECOND CLAIM FOR RELIEF**

**(Violations of NYGBL § 349)**

42. The Plaintiff repeats, realleges and incorporates by reference the foregoing paragraphs.

43. NYGBL § 349 declares unlawful deceptive acts or practices in the conduct of any business, trade, or commerce, or in the furnishing of any service in the State of New York.

44. The conduct complained of in this complaint occurred during, and in furtherance of, Defendants' for-profit business enterprise of pursuing consumers for alleged defaulted debt obligations.

45. At all times material to this complaint, Defendants' deceptive acts and practices that gave rise to the claims herein occurred while Defendants conducted their business of collecting consumer debts.

46. Defendants' acts and practices have been directed entirely at consumers as reflected in their correspondences and advertisements. Defendants' acts and practices have a broad impact on the New York consuming public.

47. Defendants' collection acts are part of a recurring practice against large numbers of consumers in furtherance of their business models of increasing debt volume while decreasing the costs of each case, thus enhancing profitability.

48. Defendants' offending collection practices have the capacity and tendency to deceive and mislead a significant percentage of consumers in a material way because they deprive consumers of state and federal rights and protections. These acts contribute to an increasing number of personal bankruptcies, and lead to marital instability and job loss, all of which are significant social concerns that applicable federal and state consumer protection laws were designed to prevent.



49. The acts and omissions complained of in this complaint under the preceding cause of action amount to “deceptive acts and practices” as defined under NYGBL § 349 and the case law interpreting it.

50. Some or all of the FDCPA violations alleged in this complaint amount to *per se* violations of NYGBL § 349.

51. As a result of Defendants’ deceptive acts and practices, the Plaintiff has suffered actual damages as alleged in this complaint.

52. As a result of these violations of NYGBL § 349, Plaintiff is entitled to an injunction barring Defendants, from engaging in deceptive acts and practices, including the collection of this discharged debt, and to recover actual damages, three times the actual damages up to \$1,000, costs and reasonable attorneys’ fees pursuant to NYGBL § 349(h).

**Plaintiff’s Actual Damages**

53. Plaintiff alleges as actual, pecuniary damages attorneys’ fees for defending against the unlawful, continued prosecution of The State Action. Further pecuniary damages include postage and facsimile charges.

54. Plaintiff suffered other actual, non-pecuniary damages, including emotional distress, loss of tranquility, hostility, anxiety, worry, fear, worry, fright, shock, lost concentration, and stress.

**WHEREFORE**, Plaintiff respectfully requests a trial by jury and also requests that judgment be entered against Defendants for the following:

a. On the FIRST CLAIM FOR RELIEF (FDCPA), statutory damages, actual damages, costs and reasonable attorneys’ fees pursuant to 15 U.S.C. § 1692k;

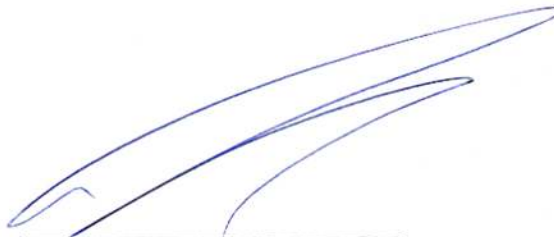
b. On the SECOND CLAIM FOR RELIEF (NYGBL § 349), injunctive relief, actual damages, three times the actual damages up to \$1,000, costs and reasonable attorneys' fees pursuant to NYGBL § 349(h); and

c. For such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a trial by jury as to all issues so triable.

Dated: New York, NY  
July 9, 2012

A handwritten signature in blue ink, appearing to read 'Jesse Langel', is written over a horizontal line.

Jesse Langel, Esq. (JL-7079)  
The Langel Firm  
*Attorney for Plaintiff*  
225 Broadway, Suite 700  
New York, NY 10007  
646-290-5600  
jesse@langellaw.com

## **Exhibit 1**

P.O. BOX 9012  
WOODBURY, NY 11797-9012

**Law Office of  
Cohen & Slamowitz, LLP**

(516) 686-8981  
(800) 293-6006 ext 8981  
Fax (516) 908-7993  
Firm Representative: Chante Johnson

April 17, 2012

RE:  
Debtor: Melissa Shafton  
Original Creditor: WELLS FARGO BANK,  
N.A.  
Creditor: Midland Funding Llc  
Card Type: CORE PLATINUM  
Account Number: 4465420198581928  
C&S File Number: C506487  
Balance as of April 17, 2012: \$6,785.39

MELISSA SHAFTON  
141 E 89TH ST APT 8L  
NEW YORK, NY 10128

Dear Melissa Shafton:

Please be advised that this office represents Midland Funding LLC in connection with your outstanding bill. Midland Funding LLC has retained us to work with you to resolve this matter to your satisfaction. We understand that your finances may not allow payment of the balance in full at this time. As a result, we are authorized to offer the following three options:

Option 1: 35% Discount Payment Due Date: May 8, 2012	One Payment of Only \$4,410.50
Option 2: 20% Discount First Payment Due Date: May 8, 2012	3 Monthly Payments of Only \$1,809.44
Option 3: 24 Monthly Payments; First Payment of \$282.83 due May 8, 2012, Followed by 23 monthly payments of \$282.72 starting on June 8, 2012.	

Please use the bottom portion of this letter to indicate the preferred option. We are enclosing a business reply envelope for your convenience. If you would like to discuss your account with one of our account representatives, please call us at the telephone number set forth above. Kindly reply to us by May 8, 2012 as these options may not be available to you after this date.

Very truly yours,

Cohen & Slamowitz, LLP

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Please detach and return this portion with your payment

Credit Card Used For Payment	
<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard
Card Number	Amount
Signature	Exp. Date

Creditor: Midland Funding LLC  
C&S File Number: C506487

Current Balance: \$6,785.39 as of April 17, 2012  
Offer Expires On: May 8, 2012

OPTION SELECTED (please check one):

☐ 1 PAYMENT OF \$4,410.50 ☐ 3 PAYMENTS OF \$1,809.44 EACH ☐ 24 PAYMENTS, 1ST PAYMENT: \$282.83

AMOUNT ENCLOSED \$ \_\_\_\_\_

P.S. Our office accepts Western Union, Money Gram, MasterCard, VISA, debit cards and electronic bank deductions, or visit our website at [www.cslawllp.com](http://www.cslawllp.com) to make payments online. All payments should be made payable to Midland Funding LLC.

## **Exhibit 2**

## Law Office of Cohen & Slamowitz, LLP

(516) 364-6006 ext 8442

(800) 293-8006 ext 8442

Fax (516) 706-2476

Firm Representative: Anna M. Kusi

199 Crossways Park Drive  
P.O. Box 9004  
Woodbury, NY 11797-9004  
NYC DCA License No. 1160860

May 22, 2012

MELISSA SHAFTON

141 E 89TH ST APT 8L

NEW YORK, NY 10128

Re: Original Creditor: WELLS FARGO BANK, N.A.

Creditor: MIDLAND FUNDING LLC

Card Type: CORE PLATINUM

Debtor: Melissa Shafton

Account Number: XXXX-XXXX-XXXX-1928

C&S File Number: C506487

Current Balance Due as of May 22, 2012: \$6,983.72

\$4,204.00 (6/4/12)

settlement  
amount  
they will  
take

Dear Melissa Shafton,

As per your letter, attached, received on May 22, 2012. Please find three (3) stipulations of settlement confirming your agreement to repay the sum of \$6,983.72. Please return all three (3) signed stipulations in the enclosed envelope. Upon receipt of the stipulations, we shall countersign same and then return one (1) fully executed copy to you. Please note. The settlement offer presented of \$3500.00, to settle account was rejected by our client; as too far below our client's parameters.

Please note that the summons and complaint were previously forwarded to our process server for service upon you, and as such if it hasn't been received yet, you should expect to receive it shortly. We will file the Stipulation of Settlement with the court immediately upon our receipt of it from you in order to stop any pending litigation from continuing. Kindly note that if you fail to return the executed stipulations on or before the date that the first payment is due, any agreement you may have reached with this office may not be honored by us.

If you should have any questions, please do not hesitate to contact this office.

Sincerely,

Anna M. Kusi, Legal Assistant

P.S. All payments should be forwarded directly to this office and made payable to Midland Funding LLC. Our office also accepts Western Union, Money Gram, MasterCard, VISA, debit cards and electronic bank deductions, or visit our website at [www.cslawllp.com](http://www.cslawllp.com) to make payments online.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Byron Jackson

ext: 7005 RAUNA

Tiffany

### **Exhibit 3**

*Payment enclosed!*

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK

MIDLAND FUNDING LLC

PLAINTIFF,

FILE NO. C506487

-AGAINST-

MELISSA SHAFTON

DEFENDANT(S).

**FORBEARANCE AGREEMENT AND STIPULATION OF SETTLEMENT**

**THIS AGREEMENT** is made on May 22, 2012, by and between MIDLAND FUNDING LLC (hereinafter the "Creditor"), and Melissa Shafton (hereinafter the "Debtor").

1. Debtor will pay to Creditor in full settlement of account number ending in 1928 (the "Account") the sum of \$6,983.72 as follows:

PAYMENT NUMBER	PAYMENT DATE	PAYMENT AMOUNT
1.	06/22/2012	\$125.00
2.	07/22/2012	\$125.00
3.	08/22/2012	\$125.00
4.	09/22/2012	\$125.00
5.	10/22/2012	\$125.00
6.	11/22/2012	\$125.00
7.	12/22/2012	\$125.00
8.	01/22/2013	\$125.00
9.	02/22/2013	\$125.00
10.	03/22/2013	\$125.00
11.	04/22/2013	\$125.00
12.	05/22/2013	\$125.00
13.	06/22/2013	\$125.00
14.	07/22/2013	\$125.00
15.	08/22/2013	\$125.00
16.	09/22/2013	\$125.00
17.	10/22/2013	\$125.00
18.	11/22/2013	\$125.00
19.	12/22/2013	\$125.00
20.	01/22/2014	\$125.00
21.	02/22/2014	\$125.00
22.	03/22/2014	\$125.00
23.	04/22/2014	\$125.00
24.	05/22/2014	\$125.00
25.	06/22/2014	\$125.00



PAYMENT NUMBER	PAYMENT DATE	PAYMENT AMOUNT
26.	07/22/2014	\$125.00
27.	08/22/2014	\$125.00
28.	09/22/2014	\$125.00
29.	10/22/2014	\$125.00
30.	11/22/2014	\$125.00
31.	12/22/2014	\$125.00
32.	01/22/2015	\$125.00
33.	02/22/2015	\$125.00
34.	03/22/2015	\$125.00
35.	04/22/2015	\$125.00
36.	05/22/2015	\$125.00
37.	06/22/2015	\$125.00
38.	07/22/2015	\$125.00
39.	08/22/2015	\$125.00
40.	09/22/2015	\$125.00
41.	10/22/2015	\$125.00
42.	11/22/2015	\$125.00
43.	12/22/2015	\$125.00
44.	01/22/2016	\$125.00
45.	02/22/2016	\$125.00
46.	03/22/2016	\$125.00
47.	04/22/2016	\$125.00
48.	05/22/2016	\$125.00
49.	06/22/2016	\$125.00
50.	07/22/2016	\$125.00
51.	08/22/2016	\$125.00
52.	09/22/2016	\$125.00
53.	10/22/2016	\$125.00
54.	11/22/2016	\$125.00
55.	12/22/2016	\$125.00
56.	01/22/2017	\$108.72

2. All payments shall be made payable to the order of MIDLAND FUNDING LLC. Debtor may forward payments to Cohen & Slomowitz, LLP, P.O. Box 9001, Woodbury, NY 11797-9001, or Debtor may pay online at [www.cslawllp.com](http://www.cslawllp.com). All payments are subject to collection.
3. In the event that the Debtor shall default in making any of the payments required hereunder, then Creditor will mail written notice of the default to the Debtor or to the Debtor's attorney, if the Debtor has one. If the default remains uncured for ten (10) days from the mailing of the notice, then the entire amount claimed in the summons and complaint, less a credit against same for any payments made hereunder, shall immediately be due and payable without further notice and demand. In such an event, Creditor may request that the court enter judgment for the amount prayed for in the summons and complaint, less a credit against same for any payments made hereunder. The request for judgment may include principal, interest, applicable costs, and disbursements as permitted by law.
4. Upon receipt by Creditor's counsel and clearance of all sums required hereunder, Creditor's counsel will provide to Debtor or to the Debtor's attorney, if the Debtor has one, a letter confirming the Account is settled.
5. A facsimile signature shall be deemed an original for purposes of filing this stipulation with the court.

In witness whereof, the parties hereto have set forth their hands and seals on the date herein above written.

141 East 37th Street #8L  
Street Address

NY, NY 10128  
City, State And Zip

(646) 247-9847  
Home Phone Number

\_\_\_\_\_  
Employer Name

\_\_\_\_\_  
Employer Street Address

\_\_\_\_\_  
Employer City, State, Zip

\_\_\_\_\_  
Employer Phone Number

\_\_\_\_\_  
Name of Bank

X Melissa S  
Melissa Shafon  
Debtor (Signature Above)

By: Mitchell Pashkin / Alexandre John, Esqs.  
Cohen & Slamowitz, LLP  
Attorneys for Creditor

File No. C506487

## **Exhibit 4**

**CONSUMER CREDIT TRANSACTION**

**IMPORTANT!! YOU ARE BEING SUED!! THIS IS A COURT PAPER - A SUMMONS  
DON'T THROW IT AWAY!! TALK TO A LAWYER RIGHT AWAY! PART OF YOUR PAY CAN BE TAKEN  
FROM YOU (GARNISHEED). IF YOU DO NOT BRING THIS TO COURT, OR SEE A LAWYER, YOUR  
PROPERTY CAN BE TAKEN AND YOUR CREDIT RATING CAN BE HURT!! YOU MAY HAVE TO PAY  
OTHER COSTS TOO!! IF YOU CAN'T PAY FOR YOUR OWN LAWYER BRING THESE PAPERS TO THIS  
COURT RIGHT AWAY. THE CLERK (PERSONAL APPEARANCE) WILL HELP YOU!! THIS  
COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

CIVIL COURT OF THE CITY OF NEW YORK,  
COUNTY OF NEW YORK

0014874

12

MIDLAND FUNDING LLC

PLAINTIFF,

-AGAINST-

MELISSA SHAFTON

DEFENDANT(S).

INDEX NUMBER  
C&S FILE NO. C506487

**SUMMONS**

PLAINTIFF'S ADDRESS:  
8875 AERO DRIVE - STE 200  
SAN DIEGO, CA 92123

THE BASIS OF THE VENUE  
DESIGNATED IS DEFENDANT'S  
RESIDENCE

MAY 25 2012

**TO THE ABOVE NAMED DEFENDANT(S): YOU ARE HEREBY SUMMONED TO APPEAR IN THE CIVIL  
COURT OF THE CITY OF NEW YORK, COUNTY OF NEW YORK AT THE OFFICE OF THE CLERK OF THE  
SAID COURT AT 111 CENTRE ST, NEW YORK, NY 10013, IN THE CITY AND STATE OF NEW YORK,  
WITHIN THE TIME PROVIDED BY LAW AS NOTED BELOW AND TO FILE YOUR ANSWER TO THE  
ANNEXED COMPLAINT WITH THE CLERK: UPON YOUR FAILURE TO ANSWER, JUDGMENT WILL BE  
TAKEN AGAINST YOU FOR THE SUM OF \$6,758.73 WITH INTEREST FROM April 1, 2012 TOGETHER WITH  
COSTS AND DISBURSEMENTS OF THIS ACTION.**

DATED: May 8, 2012

COHEN & SLAMOWITZ, LLP, ATTORNEYS FOR PLAINTIFF  
199 CROSSWAYS PARK DR., P.O. BOX 9004, WOODBURY, NY 11797-9004  
(516) 686-8981; (800) 293-6006 ext. 8981; Refer to C&S File No. C506487

**NOTE: THE LAW PROVIDES THAT (A) IF THIS SUMMONS IS SERVED BY ITS DELIVERY TO YOU  
PERSONALLY WITHIN THE CITY OF NEW YORK, YOU MUST APPEAR AND ANSWER WITHIN TWENTY  
DAYS AFTER SUCH SERVICE; OR (B) IF THIS SUMMONS IS SERVED BY DELIVERY TO ANY PERSON  
OTHER THAN YOU PERSONALLY, OR IS SERVED OUTSIDE THE CITY OF NEW YORK, OR BY  
PUBLICATION, OR BY ANY MEANS OTHER THAN PERSONAL DELIVERY TO YOU WITHIN THE CITY OF  
NEW YORK, YOU ARE ALLOWED THIRTY DAYS AFTER THE PROOF OF SERVICE THEREOF IS FILED  
WITH THE CLERK OF THIS COURT WITHIN WHICH TO APPEAR AND ANSWER.**

**DEFENDANT(S) TO BE SERVED:**

MELISSA SHAFTON, 141 E 89TH ST APT 8L, NEW YORK NY 10128



ID3712882

**CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK**

-----X  
**MIDLAND FUNDING LLC**

**PLAINTIFF,**

**-AGAINST-**

**INDEX NUMBER  
FILE NO. C506487**

**MELISSA SHAFTON**

**COMPLAINT**

**DEFENDANT(S).**

-----X

**PLAINTIFF, BY ITS ATTORNEYS, COMPLAINING OF THE DEFENDANT(S), RESPECTFULLY ALLEGES THAT:**

**1. PLAINTIFF IS A FOREIGN LIMITED LIABILITY COMPANY, AND PLAINTIFF IS LICENSED BY THE NEW YORK CITY DEPARTMENT OF CONSUMER AFFAIRS, LICENSE NUMBER 1312658.**

**2. UPON INFORMATION AND BELIEF, THE DEFENDANT(S) RESIDES OR HAS AN OFFICE IN THE COUNTY IN WHICH THIS ACTION IS BROUGHT, OR THE DEFENDANT(S) TRANSACTED BUSINESS WITHIN THE COUNTY IN WHICH THIS ACTION IS BROUGHT, EITHER IN PERSON OR THROUGH AN AGENT AND THE INSTANT CAUSE OF ACTION AROSE OUT OF SAID TRANSACTION.**

**AS AND FOR A FIRST CAUSE OF ACTION**

**3. PLAINTIFF REPEATS AND REALLEGES EACH AND EVERY ALLEGATION CONTAINED IN THE FOREGOING PARAGRAPHS AS IF MORE FULLY SET FORTH HEREIN.**

**4. PLAINTIFF'S PREDECESSOR IN INTEREST, WELLS FARGO BANK, N.A. (HEREINAFTER "ORIGINAL CREDITOR"), OFFERED TO OPEN A CREDIT CARD ACCOUNT, ACCOUNT NO. XXXXXXXXXXXX1928 (HEREINAFTER THE "ACCOUNT"), IN DEFENDANT'S NAME.**

**5. DEFENDANT ACCEPTED THE OFFER BY USING THE ACCOUNT.**

**6. DEFENDANT DEFAULTED BY FAILING TO REPAY THE BALANCE DUE UNDER THE ACCOUNT. DEMAND FOR PAYMENT WAS MADE, BUT DEFENDANT FAILED TO REPAY THE BALANCE OWED.**

**7. THE ORIGINAL CREDITOR SOLD THE ACCOUNT, INCLUDING ALL RIGHT, TITLE AND INTEREST IN AND TO THE OUTSTANDING BALANCE OWED BY DEFENDANT. PLAINTIFF PURCHASED THE ACCOUNT ON January 20, 2012 AND IS NOW THE OWNER AND ASSIGNEE OF THE ACCOUNT.**

**8. DEFENDANT(S) NOW OWE A BALANCE OF \$6,758.73 AS OF April 1, 2012 WITH INTEREST FROM April 1, 2012, NO PART OF WHICH HAS BEEN PAID DESPITE DUE DEMAND THEREFOR.**

**AS AND FOR A SECOND CAUSE OF ACTION**

9. PLAINTIFF REPEATS AND REALLEGES EACH AND EVERY ALLEGATION CONTAINED IN THE FOREGOING PARAGRAPHS AS IF MORE FULLY SET FORTH HEREIN.

10. THAT HERETOFORE, PLAINTIFF RENDERED TO DEFENDANT(S) A FULL AND TRUE ACCOUNT OF THE INDEBTEDNESS OWING BY THE DEFENDANT(S) AS A RESULT OF THE ABOVE AGREEMENT, IN AN AMOUNT AS HEREINABOVE SET FORTH WHICH ACCOUNT STATEMENT WAS DELIVERED TO AND ACCEPTED WITHOUT OBJECTION BY THE DEFENDANT(S) RESULTING IN AN ACCOUNT STATED IN THE SUM OF \$6,758.73, NO PART OF WHICH HAS BEEN PAID DESPITE DUE DEMAND THEREFOR.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT AGAINST DEFENDANT(S) IN THE SUM OF \$6,758.73 WITH INTEREST FROM April 1, 2012 TOGETHER WITH COSTS AND DISBURSEMENTS.

THE UNDERSIGNED ATTORNEY HEREBY CERTIFIES THAT, TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF, FORMED AFTER AN INQUIRY REASONABLE UNDER THE CIRCUMSTANCES, THE PRESENTATION OF THE WITHIN COMPLAINT AND THE CONTENTIONS THEREIN ARE NOT FRIVOLOUS AS DEFINED IN PART 130-1.1 OF THE RULES OF THE CHIEF ADMINISTRATOR.

DATED: MAY 8, 2012

YOURS, ETC.

COHEN & SLAMOWITZ, LLP, NYC DCA LICENSE NO. 1160860

BY:

S/

D. Cohen/M. Slamowitz/M. Pashkin ESQS.

ATTORNEYS FOR PLAINTIFF

P.O. BOX 9004, 199 CROSSWAYS PARK DRIVE, WOODBURY,  
NY 11797-9004

(516) 686-8981; (800) 293-6006 ext. 8981;

Refer to C&S File No. C506487

## **Exhibit 5**



Citibank Online - Check Image

<https://online.citibank.com/US/usba/ci/presentCheckImage.do>200 YEARS **citi**

Print a Copy Close

ATM/Debit Card: XXXX-XXXX-XXXX-7821

As of 08-28-2012 15:30 EDT

## Check Details

Account	Check #	Post Date	Amount
Basic Checking: 0961 1006	06/07/2012	\$ 125.00	

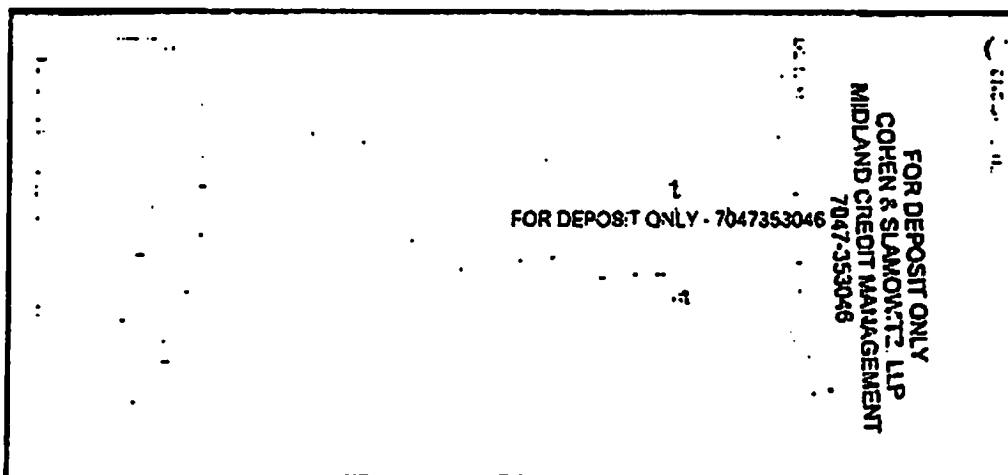


MELISSA ANN SHAFTON 445 E 9TH ST., APT. 8 NEW YORK, NY 10009		1006	
RECEIVED Date: 6/4/12 ACCOUNTING DEPARTMENT CASH & REMITTANCE		125 00	
Pay to the order of: <u>Midland Funding LLC</u>		\$ 125.00	
<u>one hundred and twenty five</u>		Dollars	
citibank			
CITIBANK, N.A. 60 413 60 BART ST. STREET NEAR LEHINGTON AVENUE NEW YORK, NY 10009			
Memo: <u>506497</u>		<u>Melissa Shafton</u>	
⑆021000089⑆ 64600961⑆ 1006			



Citibank Online - Check Image

<https://online.citibank.com/US/usba/ci/presentCheckImage.do>



**Security Tip:** Check Image files may be automatically saved on the hard drive of this computer. If other people use this computer you should delete these files so that no one will have access to your check images and account information. [Learn more](#)

## **Exhibit 6**

**LAW OFFICES OF  
COHEN & SLAMOWITZ, LLP**

**David A. Cohen, P.C.  
Mitchell G. Slamowitz, P.C.**

**199 Crossways Park Drive  
PO Box 9004**

**Woodbury, New York 11797-9004**

**(516) 364-6006**

**Fax (516) 364-6067**

**Leandre M. John  
Managing Attorney**

**Mitchell Selip, P.C.\*  
Of Counsel**

**\*Admitted NY & NJ**

**NYC DCA License  
No. 1160860**

**Crystal S.A. Scott  
Carol Van Houten  
Keisha N. Marshall  
Carolyn Williams  
Denise B. Pavlides  
Tiffany La Mar  
Mitchell L. Pashkin  
Lynda M. Zukaltis  
Terri A. Devito**

**June 11, 2012**

**MELISSA SHAFTON  
141 E 89TH ST APT 8L  
NEW YORK NY 10128**

**Re: Original Creditor: WELLS FARGO BANK, N.A.  
Creditor: MIDLAND FUNDING LLC  
Card Type: CORE PLATINUM  
Alleged Debtor: MELISSA SHAFTON  
C&S File No.: C506487  
Index No.: 0014874/12  
Balance due as of June 11, 2012: \$6,892.05**

**Dear MELISSA SHAFTON:**

**Enclosed please find a duly executed copy of the Stipulation in connection with the above noted matter. Kindly keep this copy for your records.**

**Should you have any questions or concerns, please do not hesitate to contact me.**

**Very truly yours,**

**Cohen & Slamowitz, LLP**

**P.S. All checks should be forwarded directly to our office and made payable to Creditor: MIDLAND FUNDING LLC. Our office also accepts Western Union, Money Gram, MasterCard, VISA, Discover Card, and checks via phone, or visit our website at [www.cslawllp.com](http://www.cslawllp.com) to make payments online.**

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**ldstgenc**

## **Exhibit 7**

## Law Offices

**Fax 516 364-6067**

**P.O. Box 9004**

**Woodbury, NY 11797-9004**

**June 25, 2012**

**MELISSA SHAFTON**  
**141 E 89TH ST APT 8L**  
**NEW YORK NY 10128**

**Dear MELISSA SHAFTON:**

**If you wish to discuss this matter, please do not hesitate to contact us.**

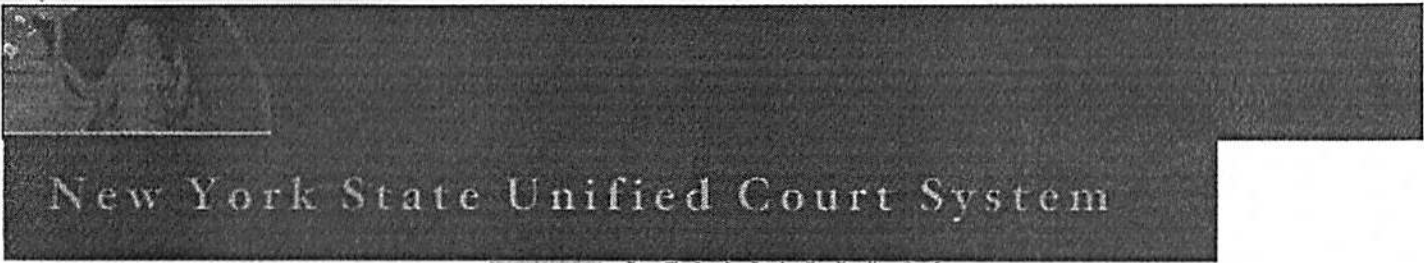
**David A. Cohen, Esq./Mitchell G. Slamowitz, Esq.**

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT  
TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR  
THAT PURPOSE.**

**THE UNIVERSITY OF CHICAGO**

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

**Exhibit 8**



# New York State Unified Court System

## WebCivil Local - Case Detail

Court: **New York County Civil Court**  
Index Number: **CV-014874-12/NY**  
Case Name: **MIDLAND FUNDING LLC vs. SHAFTON, MELISSA**  
Case Type: **Civil**  
Classification: **Consumer Credit**  
Filing Date: **05/25/2012**  
Disposition Date:  
Calendar Number:  
Jury Demand: **No**  
Judge Name:

Attorney/Firm(s) For Plaintiff - MIDLAND FUNDING LLC:

**Cohen & Slamowitz, LLP**

Attorney Type: **Firm**

**199 Crossways Park Drive, PO Box 9004**  
**Woodbury, New York 11797-9004**  
**(516) 686-8925 ext:**

Attorney/Firm(s) For Defendant - MELISSA SHAFTON:

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